

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1      3	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">01</div>		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-1 (F)		5. PROJECT NO. (If applicable)	
6. ISSUED BY  John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OP-OS		7. ADMINISTERED BY (If other than Item 6)  John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OP-OS	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001	
						10B. DATED (SEE ITEM 13) 12/13/01	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) YA/CW-1/2550C/400000/52/02 Increase \$2,917,026							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
(x)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by 2,917,026 from \$367,000 to \$3,284,026. The additional funds are considered sufficient to cover the contractor's performance through April 01, 2002, per the contractor's letter dated December 21, 2001. Replacement page 7 and new page 7-A, which reflect this change, are attached and should be appropriately inserted in copies of the contract.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Timothy W. Pugh Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <b>ORIGINAL SIGNED BY:</b>		12/21/01	
NSN 7540-01-152-8070		30-105		STANDARD FORM 30 (Rev. 10-83)			
PREVIOUS EDITION UNUSABLE				Prescribed by GSA FAR (48 CFR) 53.243			

**Table B-3 Contract Value and Funding***See Next Page 7-A*

(End of Text)

**ARTICLE B-4 OPTIONS TO EXTEND THE PERIOD OF CONTRACT**

- A. In accordance with the values shown on Table B-3A, this contract is renewable for the following periods at the option of the Government:

Option No.	Option Period
1	10/01/05 – 9/30/07
2	10/01/07 – 9/30/09

- B. The Government may extend the term of the contract for the quantities of supplies or services and period specified in the Schedule by written modification of this contract before the current contract performance period expires, provided that the Government shall give the Contractor a preliminary written notice of intent to extend at least 60 days prior to expiration of any current period of performance. The preliminary notice does not commit the Government to exercise the option.
- C. If the Government exercises any option, the extended contract shall be considered to include this option provision.
- C. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed seven (7) years nine (9) months.
- D. It is understood and agreed that any continued performance of services from period to period shall be at the sole determination of the Government and will be contingent upon prior satisfactory performance. Failure to renew the contract for any subsequent period of performance shall not be considered as a termination for the convenience of the Government.

(End of Text)

NAS10-02001

SECTION B

**CONTRACT TABLE B-4****CONTRACT VALUE & FUNDING**

<u>AS OF MOD #</u>	<u>CONTRACT VALUE *</u>	<u>FUNDING</u>			<u>ADEQUATE THROUGH</u>
		<u>COST</u>	<u>FEE</u>	<u>TOTAL COST AND FEE</u>	
Basic 1	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
		2,683,745	233,281	2,917,026	04/01/2002
<u>CUMULATIVE VALUES</u>	<u>\$54,138,670</u>	<u>\$3,025,140</u>	<u>\$258,886</u>	<u>\$3,284,026</u>	04/01/02

\* Estimated cost plus fee from Article B-3.A for awarded amounts

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

02

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

MR 021151 S-2 (F)

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Douglas L. Britt  
2275 Research Blvd.  
Rockville, MD 20850-3268

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/4000000/52/02 Increase \$858,600

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$858,600 from \$3,284,026 to \$4,142,626. The additional funds are considered sufficient to cover the contractor's performance through April 26, 2002, per the contractor's letter dated January 28, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bob R. Pirkle  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

**ORIGINAL SIGNED BY:**

1/28/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAS10-02001

## SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
CUMULATIVE VALUES	\$54,138,670	\$3,823,838	\$318,788	\$4,142,626	04/26/02

\* Estimated cost plus fee from Article B-3.A for awarded amounts

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

03

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

3. ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Michael Martin  
2275 Research Blvd.  
Rockville, MD 20850-3268  
KSC Mail Code: DYN-1

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this bilateral modification is to incorporate clause KSC 52223-119, ASBESTOS-CONTAINING BUILDING MATERIALS (JAN 2002) into the contract. Replacement pages 3 and 40 are attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael Martin, Dynamac Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Timothy W. Pugh  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15 FEB 2002

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY Timothy W. Pugh  
(Signature of Contracting Officer)

2/14/02

(Signature of person authorized to sign)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

H-13	CENTERWIDE MANPOWER REPORTS
H-14	AUTHORIZED CHANGES
H-15	BASE SUPPORT
H-16	PERMITS AND LICENSES
H-17	PHASE IN PERIOD
H-18	PROCUREMENT AUTHORITY
H-19	SPECIAL PROVISION REGARDING CONTRACT ADJUSTMENTS
H-20	LIMITATION OF FUTURE CONTRACTING
H-21	ASBESTOS-CONTAINING BUILDING MATERIALS (Mod 3)
SECTION I – CONTRACT CLAUSES	
I-1	LISTING OF CLAUSES INCORPORATED BY REFERENCE
I-2	APPROVAL OF CONTRACT
I-3	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
I-4	SUBCONTRACT FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
I-5	CLAUSES INCORPORATED BY REFERENCE
I-6	SECURITY CLASSIFICATION REQUIREMENTS
I-7	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
I-8	EMERGENCY MEDICAL SERVICES AND EVACUATION
I-9	MANAGEMENT AND PROTECTION OF DATA OF THIRD PARTIES

SECTION H OF NAS10-02001  
SPECIAL CONTRACT REQUIREMENTS

proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

**ARTICLE H-21      KSC 52.223-119 ASBESTOS-CONTAINING BUILDING  
MATERIALS (JAN 2002) (MODIFICATION 3)**

- A. Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA/KSC facilities to the facility tenant organizations through the JBOSC Environmental Health office.
- B. Special requirements, coordination, and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101. The contractor shall coordinate any such work involving ACBM with JBOSC Environmental Health, SGS Fire Services, and any other resident government or contractor organization whose employees may have access to the work location.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-3 (F)		5. PROJECT NO. (If applicable)	
6. ISSUED BY John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OP-OS		7. ADMINISTERED BY (If other than Item 6) John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		CODE OP-OS	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001	
						10B. DATED (SEE ITEM 13) 12/13/01	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) YA/CW-1/2550C/400000/52/02 Increase \$568,511							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
(x)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$568,511 from \$4,142,626 to \$4,711,137. The additional funds are considered sufficient to cover the contractor's performance through May 29, 2002, per the contractor's letter dated February 26, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Bob R. Pirkle Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNIT OF CONTRACTING OFFICER		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		2/26/02	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

NAS10-02001

SECTION B

**CONTRACT TABLE B-4****CONTRACT VALUE & FUNDING**

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
CUMULATIVE VALUES	\$54,138,670	\$4,352,685	\$358,452	\$4,711,137	05/29/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-4 (F)	5. PROJECT NO. (If applicable)	
ISSUED BY	CODE OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE OP-OS	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001
			10B. DATED (SEE ITEM 13) 12/13/01
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/400000/52/02 Increase \$933,211.00

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor [ X ] is not, [ ] is required to sign this document and return 3 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$933,211 from \$4,711,137 to \$5,644,348. The additional funds are considered sufficient to cover the contractor's performance through June 29, 2002, per the contractor's letter dated March 20, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy W. Pugh Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <b>Original Signed By</b> (Signature of Contracting Officer)	16C. DATE SIGNED 3/21/02
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAS10-02001

SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
CUMULATIVE VALUES	\$54,138,670	\$5,220,788	\$423,560	\$5,644,348	06/29/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.

06

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Douglas L. Britt  
2275 Research Blvd.  
Rockville, MD 20850-3268

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2, CHANGES - COST REIMBURSEMENT
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Pages

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael Martin  
Dynamac, Business Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Timothy W. Pugh  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

4/22/02

(Signature of Contracting Officer)

4/23/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

A. The following administrative changes are hereby made to clarify contract language and to updated referenced documents:

Article H-15, Base Support, Section A, Paragraph 1 – The following language at the end of the last sentence is hereby deleted: "...and KHB 8610.1D w/ch 1, entitled Support Services Handbook."

Section J, Attachment I, Statement of Work, Section 4.2.1.2, Flight Hardware Management, Paragraph 7 – The reference to NHB 1700.7A is hereby deleted and replaced with NSTS 1700.1B.

Section J, Attachment I, Appendix 1, Data Requirements List, Page 85 – The title of DRD No. 22 is hereby changed to reflect "Report, Quarterly KSC Headcount".

Section J, Attachment I, Appendix 1, Data Requirements List, DRD 011, Safety Statistics Report – The first sentence in Block J is hereby deleted in its entirety and replaced with the following: "Report due by the 10<sup>th</sup> day of each month." The word "quarterly" in the last sentence in Block 8 is hereby deleted and replaced with the word "monthly".

Section J, Attachment I, Appendix, 1, Data Requirements List, DRD 022, KSC Headcount Report – The delivery date specified in Block J is hereby changed to reflect "10 calendar days".

B. To correct a clerical error in entering the cost for the \_\_\_\_\_ the estimated contract value is hereby increased from \$54,138,670 to \$54,189,920 a total increase of \$51,250.

C. The Mission Plan process for the first contract year revealed two areas of expanded functional responsibility that are hereby incorporated through the following additions to the Statement of Work:

SOW Section 5.2, Crew, Workforce, and Planetary Protection - The following statement is hereby added to the end of Paragraph 3: "The Contractor shall provide the capability to perform concurrent physiological testing and medical monitoring services."

The following new section is hereby added:

#### 6.4 Agency Policy on Weapons of Mass Destruction

The Contractor shall provide expertise to support the development of agency wide operational policy for potential threats from Weapons of Mass Destruction. At a minimum these services include medical, environmental health, and emergency medical services capabilities to evaluate policies and equipment at each center for responding to biological and radiological agents (i.e. anthrax, smallpox, ricin, "dirty" radiological exposures for likely alpha, beta, and gamma radiation sources); interface between medical and industrial hygiene and safety/security/emergency preparedness organizations to ascertain lines of communications and responsibilities; and the review of the incorporation of medical discipline fields in center Weapons of Mass Destruction policies. The Contractor shall support the development of an agency OHP policy for medical discipline responsibilities during Weapons of Mass Destruction events.

D. As a result of the expansion of areas of functional responsibility described in item C above and NASA's requirement to hold an additional Agency Occupational Health Conference during the first contract year, the estimated contract value is hereby increased from \$54,189,920 (see item B above) to \$54,421,499 a total increase of \$231,597

E. The following page changes are made by this modification:

Remove Page	Replacement Page
5	5
New Page	5-A
6	6
7-A	7-A
55	55
76	76
80	80
82	82
85	85
97	97
108	108

SECTION B OF NAS10-02001

SUPPLIES OR SERVICES AND PRICES/COST

Item	DESCRIPTION	REFERENCE	DUE DATE
17.	Hazardous Material Safety Data	Article H-9	As Required
18.	NASA Form 1509, Facility Project – Brief Project Document	Article H-11	As Required
19.	Centerwide Manpower Report	Article H-13and DRD-22	Quarterly
20.	Information Technology Security Plan	Article I-7 and DRD-19	Annually
21.	National Agency Check Investigation	Article I-7	As Required

(End of Text)

**ARTICLE B-2 CONTRACT VALUE**

A. The contract value is comprised of the estimated cost, award fee, and performance fee as summarized in the following Contract Table B-2.A, Contract Value:

Contract Table B-2.A, Contract Value
See Next Page 5-A



NAS10-02001

## SECTION B

## CONTRACT TABLE B-2.A

## CONTRACT VALUE

Period of Performance	Mod	CONTRACT VALUE			Total Value (Est. Cost, AF, PF)
		Estimated Cost	Award Fee	Performance Fee	
Phase-In Period					32,669
Base Period					
1/01/02-9/30/02	Initial Award				\$9,559,455
	Mod 6				282,829
Total CY1					9,842,284
10/01/02-9/30/03					12,825,837
10/01/03-9/30/04					16,494,106
10/01/04-9/30/05					15,226,603
Option Period 1					
10/01/05-9/30/06					15,656,878
10/01/06-9/30/07					16,139,529
Option Period 2					
10/01/07-9/30/08					16,637,875
10/01/08-9/30/09					17,148,126

\* Award / Performance Fee Columns Reflect Earned Plus Available Amounts

SECTION B OF NAS10-02001

SUPPLIES OR SERVICES AND PRICES/COST

- B. It is agreed that the total available fee pool will be divided into an available award fee pool (75% of the total available fee pool) and a performance fee pool (25% of the total available fee pool).
- C. The available and earned award fees are as follows:
1. The amount of Available Award Fee (AAF) and earned award fee for each award fee period is recorded in the following Contract Table B-2.B, Available and Earned Award Fee, and will be updated in accordance with the articles of this contract:

Table B-2.B Available and Earned Award Fee				
Award Fee Period	Available	Earned	Score	Rating
Base Period:				
01/01/02-9/30/02			TBD	TBD
10/01/02-9/30/03			TBD	TBD
10/01/03-9/30/04			TBD	TBD
10/01/04-9/30/05			TBD	TBD
Option Period 1:				
10/01/05-9/30/06			TBD	TBD
10/01/06-9/30/07			TBD	TBD
Option Period 2:				
10/01/07-9/30/08			TBD	TBD
10/01/08-9/30/09			TBD	TBD

- D. It is agreed that the amount of award fee earned, if any, shall be determined in accordance with Section J, Attachment III, "NASA's Performance Evaluation and Award Fee Plan for Contract NAS10-02001".
- E. It is agreed that the performance fee earned, if any, shall be determined in accordance with Section J, Attachment III, "NASA's Performance Evaluation and Award Fee Plan for Contract NAS10-02001."

(End of Text)

**ARTICLE B-3 CONTRACT FUNDING**

Pursuant to FAR Clause 52.232-22, Limitation of Funds, funds presently allotted to this contract and the period through which they are estimated to be adequate are specified in Contract Table B-5, Contract Value and Funding as follows:

NAS10-02001

## SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
CUMULATIVE VALUES	\$54,421,499	\$5,220,788	\$423,560	\$5,644,348	06/29/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

- 6.0 Agency Occupational Health
- 6.1 Occupational Health Program Assessment
- 6.2 Occupational Health Program Administration Management Support
- 6.3 Health Information Management System Services
- 6.4 Agency Policy on Weapons of Mass Destruction

#### Appendices

- 1 Data Requirements List (DRL)
- 2 Licenses and Certifications
- 3 List of Documents
- 4 Equipment Inventory
- 5 Mission Plan
- 6 Acronym
- 7 Life Sciences Facilities and Laboratories Identification
- 8 SERPL Agreement

#### 4.2.1.2 Flight Hardware Management

The Contractor shall maintain an inventory of Life Sciences flight hardware located at Kennedy Space Center. For experiments that cannot be accommodated using existing hardware, the Contractor shall propose to design, develop, and fabricate new flight hardware (or modify existing hardware) necessary to meet , project, Principal Investigator, and NASA program requirements.

The Contractor shall design and develop prototype, proto-flight, and flight hardware necessary to meet project/experiment goals and objectives as defined by NASA. The Contractor shall develop flight hardware in accordance with NASA safety regulations (e.g., Systems Safety Analysis for the Flight Safety Board per NHB NSTS 1700.7AB).

The Contractor shall prepare an End-Item-Specification to document required hardware design specifications and performance parameters. The Contractor shall conduct Preliminary and Critical Design Reviews of all flight and ground hardware.

The Contractor shall fabricate and test prototype hardware as required during the development phase. The Contractor shall certify and validate the hardware design and performance following final fabrication.

The Contractor shall conduct ground laboratory studies to evaluate flight hardware's ability to maintain biological activity during space flight. The Contractor shall develop and/or test new technologies or methods of delivering radiant energy and water/nutrients to plants grown in these flight plant growth systems. These studies shall include investigations of photosynthesis, cellular structure, synthesis and degradation, metabolism, source/sink relationships, enzyme functions, and genetic alterations.

The Contractor shall provide configuration control of assigned flight hardware and associated ground support equipment, specifically identifying components/systems associated with Flight or Ground Safety verification and hazard reports and certifications.

The Contractor shall conduct pre- and post-flight preparations for experiment hardware in association with the Principal Investigator and overall experiment requirements.

Following flight, the Contractor shall assess hardware performance, document any hardware/functional anomaly, and recommend/implement design enhancement(s).

The Contractor shall maintain the hardware in a condition to assure it will be available and operable for space-flight experiments.

#### 4.2.2 Ground Research

The Contractor shall propose and conduct research focused on the functional utilization of plants and other biological organisms to support human space exploration and for gaining general knowledge in the control and monitoring of closed ecological environments/systems.

The Contractor shall collect, validate, and summarize data at the conclusion of each experiment. These data shall be reduced to a form that is appropriate for technical reports or scientific articles.

The Contractor shall assist NASA Flight Surgeons in activities including Detailed Supplemental Objectives, Detailed Test Objectives, and other pre- and post-flight human research.

#### 5.1.4. Spaceflight Medical Support Training Course

The Contractor shall plan for and conduct the Annual KSC Space Flight Medical Support Training Course. This course is designed to familiarize medical personnel specified by the COTR who support Space flight launch and landing activities with specific medical concerns associated with KSC launch and landing activities. (These medical personnel currently include designated individuals from Shands Teaching Hospital, Parrish Medical Center, Orlando Regional Medical Center, Florida Hospital, Holmes Regional Medical Center, Halifax Medical Center, Cape Canaveral Hospital, Wuesthoff Hospital, and the Department of Defense.)

#### 5.2 Crew, Workforce, and Planetary Protection

The Contractor shall conduct microbiological and toxicological sampling and analysis of KSC flight crew quarters and of spacecraft cabin areas, including potable water systems and waste management areas, as specified in approved program requirements and procedures (ref. MORD JSC 13956 and Appendix 3). Samples and analyses shall be made using program approved protocols and results made available according to programmatic and flight requirements in support of established operational schedules.

The Contractor shall provide a continuing and comprehensive evaluation of specific interior areas of the Space Shuttle, Space Station, and spacecraft refurbishment facilities for the quantitative presence of certain viable microorganisms, including and emphasizing potential pathogens in accordance with "KSC Payload Facility Contamination Control Requirements/Plan," K-STSM-14.2.1. The Contractor shall assure that these data will serve as background for evaluation of any changes in the quantitative and qualitative microbial population in the spacecraft as a result of the Space Shuttle Program and subsequent Operational Flight Programs.

The Contractor shall select and schedule test subjects to participate in the KSC Life Sciences operational studies. As a general policy subjects will be selected from KSC civil service personnel, the Contractor's personnel, or other on site Contractor personnel on a voluntary basis whenever such personnel satisfy test subject requirements. When these means are inadequate, the Contractor shall recruit from external sources (ref. NPD 7100.8, "Protection of Human Research Subjects"). In addition, the Contractor shall assure adequate and prompt medical care and shall assure that adequate compensation for subjects or for subjects' beneficiaries is available through insurance mechanisms if a subject suffers illness, disease, injury, loss of body member, or death as a result of participation in human testing. The Contractor shall provide the capability to perform concurrent physiological testing and medical monitoring services.

The Contractor shall perform microbiological testing of interplanetary spacecraft per NHB 5340.1B, "NASA Standard Procedures for Microbiological Examination of Space Hardware" to ensure sterility of the spacecraft at launch. The Contractor shall also provide microbiological testing in support of any sample returned to Earth missions.

#### 5.3 Physical Fitness and Health Awareness Program

The Contractor shall maintain and make enhancements to the Occupational Health Program web site and maintain security and operation of the independent server.

#### 6.2 Occupational Health Program Administration Management Services

The Contractor shall provide expertise to support administration, execution, and operational management of the Agency OHP, in accordance with responsibilities directed by NPD 1800.2, "NASA Occupational Health Program" (ref. Appendix 3).

These functions require specific discipline skills in occupational medicine and environmental health, as well as, health information management expertise. Continual surveillance of, and assistance to, the implementing programs at the NASA centers is required. This includes periodic center site visits and solicitation, compilation, and reporting of required summary data for NASA Headquarters offices and external organizations. DRD 015 details the major reporting requirements.

#### 6.3 Health Information Management System Services

The Contractor shall develop, implement, and maintain an integrated NASA Health Information Management System database containing center specific data.

#### 6.4 Agency Policy on Weapons of Mass Destruction

The Contractor shall provide expertise to support the development of agency wide operational policy for potential threats from Weapons of Mass Destruction. At a minimum these services include medical, environmental health, and emergency medical services capabilities to evaluate policies and equipment at each center for responding to biological and radiological agents (i.e. anthrax, smallpox, ricin, "dirty" radiological exposures for likely alpha, beta, and gamma radiation sources); interface between medical and industrial hygiene and safety/security/emergency preparedness organizations to ascertain lines of communications and responsibilities; and the review of the incorporation of medical discipline fields in center Weapons of Mass Destruction policies. The Contractor shall support the development of a agency OHP policy for medical discipline responsibilities during Weapons of Mass Destruction events.

## DATA REQUIREMENTS LIST

DRL NUMBER:	REVISION
PROJECT/SYSTEM Life Science Services Contract	
CONTRACT NUMBER	PREPARATION DATE 4/17/01
CONTRACTOR	TECHNICAL APPROVAL
ATTACHMENT NUMBER	EXHIBIT NUMBER

ITEM NO.	TITLE	CHANGE STATUS
1	Report, Contractor Financial Management (NASA Form 533 M)	
2	Reports, Contractor Performance Assessment	
3	Schedules, Flight Experiment Payload Development	
4	Report, Quarterly Air Quality Summary	
5	Report, Annual KSC Environmental Summary	
6	Plan, Long Term Ecological Program	
7	Plan, Space Shuttle Medical Operations Support	
8	Plan, Space Shuttle Ecological Launch Preparations	
9	Report, Post-Launch Ecological Impact	
10	Plan, Safety	
11	Report, Safety Statistics	
12	Report, Investigation of Mishaps	
13	Plan, Reliability and Quality Assurance	
14	Report, Occupational Health Program (OHP) Assessment	
15	Reports, Occupational Health Program Management	
16	Plan, Quality Systems Management	
17	Maps and Databases, Ecological Systems	
18	Reports, Annual Summary of Animal Use	
19	Plan, IT Security	
20	Report, Equal Employment Opportunity	
21	Report, Motor Vehicle Utilization	
22	Report, Quarterly KSC Headcount	
23	Report, Monthly Purchase Order	
24	Plan, Facility/Laboratory Utilization	
25	Plan, Cost Phasing	
26	Plan, Emergency Preparedness	
27	Plan, Internal Surveillance	
28	Plan, Risk Mitigation	



# DATA REQUIREMENT

## CONTRACT APPLICATION INFORMATION FOR DRL

A. ITEM NO.  
011

B. LINE ITEM TITLE:

Report, Safety Statistics

C. OPR. TA-C1	D. TYPE 3	E. INSPECT/ 6	F. FREQ. QU	G. INITIAL SUB. See J	H. AS OF DATE See J
------------------	--------------	------------------	----------------	--------------------------	------------------------

J. REMARKS:

Report due by the 10<sup>th</sup> of each month. The initial report shall be submitted on the first reporting period after contract award.

K. DISTRIBUTION

TA-C1 (1A) OP-OS (1A)  
YA-A (1A)  
YA-B (1A)  
QA-D (1A)

TOTALS	
NO.	TYPE
5	A

## DATA REQUIREMENT DESCRIPTION

1. TITLE Report, Safety Statistics	2. NUMBER
3. USE To provide Contractor mishap and mishap exposure information.	4. DATE
5. ORGANIZATION TA-C1	6. REFERENCES KHB 1710.2
TERRELATIONSHIP	

B. PREPARATION INFORMATION

Mishap statistical information shall be reported on KSC Form 6-22. Cumulative totals shall be by fiscal year. The report shall be submitted monthly as specified in Block J above.

# DATA REQUIREMENT

## CONTRACT APPLICATION INFORMATION FOR DRL

A. ITEM NO.  
022

B. LINE ITEM TITLE:

Report, KSC Headcount

C. OPR. YA-A	D. TYPE 3	E. INSPECT/ ACCEPT 6	F. FREQ. QU	G. INITIAL SUB. See Section J	H. AS OF DATE See Section J
-----------------	--------------	----------------------------	----------------	----------------------------------	--------------------------------

J. REMARKS:

The Contractor shall provide this report no later than 10 calendar days after the close of each reporting period which end March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>.

K. DISTRIBUTION

YA-A (1A) BA-A (1A)  
OP-OS (1A) BA-D(1A)  
QA-A (1A)

TOTALS	
NO.	TYPE
5	A

## DATA REQUIREMENT DESCRIPTION

1. TITLE Report, KSC Headcount	2. NUMBER
3. USE Information for workforce reporting requirements	4. DATE
	5. ORGANIZATION KSC
7. INTERRELATIONSHIP DRD 001	6. REFERENCES

8. PREPARATION INFORMATION

- Labor Reports shall be submitted quarterly, not later than the 10<sup>th</sup> calendar day after close of reporting period (see Section J).
- The report shall include: the contract number, the contractor's total on-site workforce, total on-site non-union represented employees, and total off-site workforce performing on the contract.
- A complete organizational chart including all employees by skill or job classification shall be provided.
- The report shall also separately identify the same information for all subcontractors with on-site personnel.

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

07

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

MR 021151 S-5 (F)

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Douglas L. Britt  
2275 Research Blvd.  
Rockville, MD 20850-3268

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/400000/52/02 Increase \$2,627,948.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$2,627,948 from \$5,644,348 to \$8,272,296. The additional funds are considered sufficient to cover the contractor's performance through September 19, 2002, per the contractor's letter dated April 24, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bob R. Pirkle  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY **ORIGINAL SIGNED BY:**

2/25/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAS10-02001

## SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
7		2,444,603	183,345	2,627,948	09/19/2002
CUMULATIVE VALUES	\$54,421,499	\$7,665,391	\$606,905	\$8,272,296	09/19/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

08

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

MR 021151 S-6 (F)

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Douglas L. Britt  
2275 Research Blvd.  
Rockville, MD 20850-3268

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/400000/52/02 Increase \$661,000.00

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$661,000.00 from \$8,272,296.00 to \$8,933,296.00. The additional funds are considered sufficient to cover the contractor's performance through September 03, 2002, per the contractor's letter dated May 29, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Timothy W. Pugh  
Contracting Officer

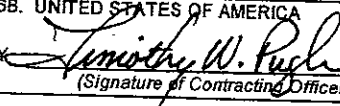
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY   
(Signature of Contracting Officer)

5/29/02

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAS10-02001

## SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
7		2,444,603	183,345	2,627,948	09/19/2002
8		614,884	46,116	661,000	09/03/2002
CUMULATIVE VALUES	\$54,421,499	\$8,280,275	\$653,021	\$8,933,296	09/03/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-7 (F)	5. PROJECT NO. (If applicable)	
ISSUED BY	CODE OP-OS	7. ADMINISTERED BY (If other than Item 6)	CODE OP-OS	

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268 KSC Mail Code: DYN-1			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001
			10B. DATED (SEE ITEM 13) 12/13/01
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/400000/52/02 Increase \$955,441.00

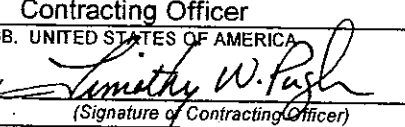
### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$955,441 from \$8,933,296.00 to \$9,888,737. The additional funds are considered sufficient to cover the contractor's performance through October 05, 2002, per the contractor's letter dated June 20, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy W. Pugh Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/24/02
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAS10-02001

SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
7		2,444,603	183,345	2,627,948	09/19/2002
8		614,884	46,116	661,000	09/03/2002
9		888,782	66,659	955,441	10/05/2002
CUMULATIVE VALUES	\$54,421,499	\$9,169,057	\$719,680	\$9,888,737	10/05/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-8 (F)	5. PROJECT NO. (If applicable)		
ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE	OP-OS	
John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899		John F. Kennedy Space Center, NASA Procurement Office Kennedy Space Center, FL 32899			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268 KSC Mail Code: DYN-1			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001
			10B. DATED (SEE ITEM 13) 12/13/01
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

YA/CW-1/2550C/400000/52/02 Increase \$1,061,235.00

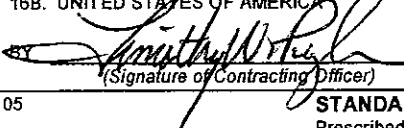
### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

J	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$1,061,235 from \$9,888,737 to \$10,949,972. The additional funds are considered sufficient to cover the contractor's performance through November 13, 2002, per the contractor's letter dated July 24, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Timothy W. Pugh Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	7/25/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

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FAR (48 CFR) 53.243

NAS10-02001

SECTION B

## CONTRACT TABLE B-4

## CONTRACT VALUE &amp; FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
7		2,444,603	183,345	2,627,948	09/19/2002
8		614,884	46,116	661,000	09/03/2002
9		888,782	66,659	955,441	10/05/2002
10		987,195	74,040	1,061,235	11/13/2002
CUMULATIVE VALUES	\$54,421,499	\$10,156,253	\$793,719	\$10,949,972	11/13/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES  
1 21

2. AMENDMENT/MODIFICATION NO.

11

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

ISSUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Michael Martin  
2275 Research Blvd.  
Rockville, MD 20850-3268  
KSC Mail Code: DYN-1

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No Change

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this bilateral modification is to incorporate clause H.22, Work for Others, and administrative changes to the Statement of Work and Section J, Attachment I, Appendix 7, into the contract. Replacement pages 40 through 40.9, 51, 57-58, 60, 62-63, 67, 207, and 260.1-260.2 are attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

MICHAEL L. MARTIN BUSINESS MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Marco Pochy

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

9/27/2002

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DATE SIGNED

9/27/02

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION H OF NAS10-02001  
SPECIAL CONTRACT REQUIREMENTS

propriety or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

**ARTICLE H-21 KSC 52.223-119 ASBESTOS-CONTAINING BUILDING MATERIALS (JAN 2002) (MODIFICATION 3)**

A. Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA/KSC facilities to the facility tenant organizations through the JBOSC Environmental office.

B. Special requirements, coordination, and precautions will apply to any work taking place under contracts that involve disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1102. The contractor shall coordinate any such work involving ACBM with JBOSC Environmental Health, SGS Fire Services, and any other resident government of contractor organization whose employees may have access to the work location.

**ARTICLE H.22 WORK FOR OTHERS (MODIFICATION 11)**

**A. BACKGROUND AND PURPOSE**

The Contractor is authorized and encouraged to undertake Work for Others related to research, development, and testing on John F. Kennedy Space Center (KSC) that would utilize the unique capabilities within the Life Science Services Contract (LSSC). These unique capabilities include the Government-furnished facilities for which the Contractor has operational responsibility and/or the expertise of Contractor personnel resident at KSC. The primary purpose of this authority is to provide both commercial and University access to the unique capabilities at KSC and foster the growth of them. **Work for Others** is defined as work performed for and paid by Other(s) via a separate agreement between the LSSC Contractor and the other(s). Others include NASA, federal and state agencies, academic, and commercial entities.

Other pertinent definitions:

Government, contract work - Work directed by the Contracting Officer under this contract via change orders, or is required by the explicit terms and conditions of the contract. Costs are chargeable and reimbursable under the contract.

Government Property -- Facilities and material owned by the Government.

Government Facilities -- For purposes of this provision, facilities include real property (land, ground improvements, buildings and other structures), plant equipment (personal property of a capital nature, such as, machine tools, equipment and test equipment, furniture, vehicles, and accessory and auxiliary items for use in manufacturing or performing services, or for any administrative or general plant purpose), special tooling and special test equipment. Facilities do not include materials.

Government Material -- Property that may be incorporated into or attached to an end item or consumed or expended during manufacture, testing or providing services.

## **B. AGREEMENTS & APPROVALS**

The Contractor shall obtain approval of the Contracting Officer for Work for Others before committing to perform the work. The Contractor shall informally partner with the Government to identify and discuss potential Work for Others as far in advance of seeking final approval as is practical. The Contractor shall obtain final approval for each instance of Work for Others by submitting a written request to the Contracting Officer including a draft agreement between the LSSC Contractor and the Other(s) which, at a minimum, shall contain the following information, terms, and conditions:

1. Name and address of the customer.
2. Description of the work to be performed.
3. Identification of the LSSC personnel, KSC facilities and Government personnel (including the estimated number of hours and estimated cost of support needed) required for accomplishing the work.
4. Schedule for accomplishment of the work and impact, if any, on other ongoing activities.
5. Terms and conditions containing the following clauses of this contract:

H.22 "Work for Others," subparagraphs (D) Priority of Use, (E) Liability and Risk of Loss, (F) Intellectual Property, Patent & Invention Rights, (G) News Releases & Publications, (H) Security & Export Control, (I) Safety & Health, (J) Independence of Contracts; and other clauses as may be required by the Contracting Officer.

Additionally, should the draft agreement include a request for use of Government-owned facilities, the draft agreement shall be accompanied by a cover letter containing an explanation of the unique nature of the Government-owned facilities and/or LSSC/Government expertise (or combinations thereof) that is not available from commercial sources and justify acceptance of the work.

**C. FINANCIAL OBLIGATIONS**

**1. General**

- a. The Contractor shall provide consideration to NASA KSC in connection with Government-provided property and services utilized for Work for Others under the authority of this provision. Pursuant to the direction of the Contracting Officer, consideration may be in the form of cash payment from the Contractor to NASA KSC or a credit to the Government under the LSSC.
- b. The Contractor shall establish unique Cost Charge Numbers, or other means, to ensure that the costs of goods and services provided under Work for Others will not be charged to the LSSC.
- c. The specific cost components, amounts and fees to be reimbursed or credited to NASA KSC, and the points of contact and authority will be established annually, and will be updated as necessary to reflect the current rates and applicable usage charges, in a written procedure provided as an attachment to the contract (Attachment I, Appendix 9, Pages 260.1 and 260.2). It is anticipated that a separate procedure will be established for each facility. Generally, reimbursable and creditable costs will include, but may not be limited to the following categories:
  - Rent or other appropriate consideration for use of Government property in accordance with FAR 45.403 and FAR 45.404(c).
  - Actual cost of Government personnel directly supporting a project (including payroll additives, fringe benefits and G&A).
  - Actual cost of Government-provided material, utilities, support services and appropriate overheads.

**2. Reimbursement of Government Direct Labor Support**

- a. For those projects where Government personnel will provide direct labor support, the Contractor will be required to forward advance payments to NASA based upon the estimated number of hours of direct Government support needed. Payment shall be made to NASA KSC prior to the initiation of each project utilizing Government personnel.
- b. Payment shall be made in the form of a check payable to "NASA Kennedy Space Center" and sent to:

National Aeronautics and Space Administration  
John F. Kennedy Space Center  
"Collections Agent"  
Mail Code: GG-B-C  
Kennedy Space Center, FL 32899

SECTION H OF NAS10-02001  
SPECIAL CONTRACT REQUIREMENTS

c. NASA KSC's activities under or pursuant to this provision are subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligations or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

d. NASA KSC will send a final billing to the Contractor for the services rendered by Government personnel as soon as possible after the completion of each project. Any overpayment to NASA following completion of a project will be promptly reimbursed to the Contractor.

**D. PRIORITY OF USE**

It will be the Contractor's overall responsibility to schedule and manage use of assigned Government-furnished facilities to accommodate contract work and Work for Others in a manner to assure the timely, within cost, delivery of quality products and services for all. Since Work for Others projects are subject to Government approval and each request for approval will address scheduling issues, scheduling and priority of use conflicts should be rare. However, in the event circumstances should arise in which the Government requires use of facilities and/or personnel scheduled for use on Work for Others, the Contracting Officer will direct that the Government work shall take precedence and the Contractor shall immediately proceed with the Government work. NASA will make every reasonable effort to ensure that ongoing and planned Work for Others is not impacted and the exercise of the authority herein stated to require displacement of Work for Others in order to accomplish Government work will be exercised only to the extent necessary to protect the interests of the Government. Such direction will be given only after the Center Director makes a determination that a federal emergency or an event of significant public interest requires the exercise of Government priority.

**E. LIABILITY AND RISK OF LOSS**

**1. General**

a. The Contractor and Other(s) waive and agree not to make any claims against the U.S. Government or U.S. Government Contractors or subcontractors, for damage arising from or related to activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.

b. In addition, the Contractor and Other(s) agree to indemnify and hold the U.S. Government or its Contractors or subcontractors harmless from any claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, including U.S. Government property, as a result of activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.

SECTION H OF NAS10-02001  
SPECIAL CONTRACT REQUIREMENTS

c. In the event that Other(s) will need to directly participate in Work for Others activities at KSC, the Other(s) will be required to have the same insurance coverage as the LSSC contractor under contract clause H.1, "Minimum Insurance Coverage" (NASA 1852.228-75), unless Other(s) is statutorily authorized to self-insure. Additionally, in those circumstances where the Work for Others activities will involve hazardous operations that place government facilities at risk, the Contracting Officer may require that the Other(s) provide property damage insurance, or an agreement on an alternative method of protection, as discussed in contract clause H.22.E.2

2. Insurance for Damage to NASA Property

a. For purposes of this article, the following definitions shall be applicable:

- (1). "Liability" shall include payments made pursuant to United States' treaty, any judgment by a court of competent jurisdiction, administrative and litigation costs, and settlement payments.
- (2). "Damage" shall mean bodily injury to, or other impairment of health of, or death of any person; damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; loss of revenue or profits; other direct damages; or any indirect, or consequential damage arising therefrom.

b. Damage to Government Property:

(1). Where required by NASA, within a reasonable time before Other(s) begin to have access to or use of U.S. Government property or services, Other(s) shall obtain or arrange to obtain, at no cost to NASA, insurance to cover the cost of replacing, repairing, or the fair market value of, as reasonably determined by the U.S. Government, any U.S. Government property (real or personal), which property is damaged as a result of any performance of this agreement, including performance by the U.S. Government or the U.S. Government's contractors or subcontractors. Upon obtaining the insurance required under this paragraph, or upon obtaining any modification or amendment thereof, Other(s) shall personally deliver, or send by registered or certified mail, postage prepaid, two copies of such insurance policy, or such modification or amendment, to NASA at the following address, or at such address as NASA may, from time to time, designate in writing:

National Aeronautics and Space Administration  
Office of the Chief Counsel  
Mail Code CC  
Kennedy Space Center, FL 32899



SECTION H OF NAS10-02001  
SPECIAL CONTRACT REQUIREMENTS

(2). The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require 30 days notice to NASA of any cancellation or change affecting coverage. The policy shall name the United States as an insured and shall cover all risks of loss except that it may exclude damage caused by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors, or related entities for damage.

(3). In the event Other(s) is unable to obtain insurance coverage required by subparagraph b(1) above, the parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (e.g., by an agreement to indemnify the U.S. Government for such damages).

(4). An insurance policy whose terms and conditions are reviewed and approved by NASA, or an agreement on an alternative method of protection, is a condition precedent to Other(s)' access to or use of U.S. Government property or U.S. Government services under this agreement.

#### **F. INTELLECTUAL PROPERTY, PATENT AND INVENTION RIGHTS**

The following intellectual property provisions apply to the activities of Government personnel directly supporting the Contractor's Work for Others pursuant to this provision.

1. **General:**

Data exchanged between NASA, the Contractor and/or other party(s) in support of Work for Others will be exchanged without restriction as to its disclosure, use or duplication except as otherwise marked or as otherwise provided in this provision. No preexisting proprietary data will be provided by NASA under this agreement unless specifically authorized, in writing, by the owner of the proprietary data.

2. **Data First Produced by NASA:**

As to data first produced by NASA in carrying out NASA's responsibilities in support of Work for Others and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it had been obtained from the Contractor or other party(s), such data will, to the extent permitted by law, be appropriately marked with a notice or legend and maintained in confidence for a period of time to be agreed upon after development of the information, with the express understanding that, during the aforesaid period, such data may be disclosed and used by NASA under suitable protective conditions, for the express purpose of carrying out NASA's responsibilities in support of Work for Others. Upon completion of these activities, such data will be disposed of as requested by the Contractor and/or other party(s).

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3. Data First Produced by Contractor and/or other party(s):  
In the event it is necessary for the Contractor and/or the other party(s) to furnish NASA with data that either existed prior to, was produced outside of, or is first produced by the Contractor and/or other party(s) in carrying out the Contractor's and/or other party(s) responsibilities in support of Work for Others, and such data embody trade secrets or comprise commercial or financial information that is privileged or confidential and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by NASA and its Contractors, under suitable protective conditions, only for the purpose of carrying out NASA's responsibilities in support of Work for Others. Upon completion of these activities, such data will be disposed of as requested by the owner of the data.
4. Data Disclosing an Invention:  
In the event data exchanged between NASA and the Contractor and/or other party(s) discloses an invention for which patent protection is considered and the furnishing party specifically so identifies such data, the receiving party agrees to withhold such data from public disclosure for a reasonable time (presumed to be 1 year unless otherwise mutually agreed to) in order for patent protection to be obtained.
5. Copyright:  
In the event data is exchanged with a notice indicating that the data is protected under copyright, such data will be presumed to be published and the following paid-up license shall apply:
  - a. If it is indicated on the data that the data existed prior to, or was produced outside of this provision, the receiving party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for the purpose of carrying out the receiving party's responsibilities under this provision.
  - b. If the furnished data does not contain the indication of (1) above, it will be assumed that the data was first produced in support of Work for Others, and the receiving party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for any of its own purposes whatsoever.
6. Disclaimer of Liability:  
Notwithstanding the above, NASA shall not be restricted in, nor incur any liability for, the disclosure and use of Data not identified with a suitable notice or legend as set forth in paragraph 3 above. Information contained in any data for which disclosure and use is restricted under paragraphs 2

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and 3 above, if such information is or becomes generally known without breach of the above, is known to or is generated by NASA independently of carrying out NASA's responsibilities in support of Work for Others, is rightfully received from a third party without restriction, or is included in data which the Contractor and/or other party(s) has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

7. Data Subject to Export Control:

Technical data, whether or not specifically identified or marked, that is subject to the export control laws and regulations of the United States and that is provided to the Contractor and/or other party(s) in support of Work for Others will be treated as such, and will not be further provided to any foreign persons without proper U.S. Government authorization, where required.

8. NASA Inventions:

NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of the performance of specified NASA activities in support of Work for Others. Upon request, NASA will use reasonable efforts to grant the Contractor and/or other party(s), in accordance with the requirements of 37 CFR Part 404 an exclusive, irrevocable, royalty-free license, except for the repayment of U.S. Government prosecution costs, on terms to be subsequently negotiated to any NASA invention that may be in support of Work for Others and on which NASA decides to file a patent application. This license will be subject to the rights reserved in paragraph 10, below.

9. Joint Inventions with Contractor and/or other party(s):

NASA and the Contractor and/or other party(s) agree to use reasonable efforts to identify and report to each other any inventions made jointly between NASA employees and employees of the Contractor and/or other party(s). Upon request, NASA will agree to refrain from exercising its undivided interest in a manner inconsistent with the Contractor and/or other party(s) commercial interests and to cooperate with the Contractor and/or other party(s) in obtaining patent protection on the Contractor and/or other party(s) undivided interest, subject to the applicable rights reserved in paragraph 10, below.

10. Rights to be Reserved in the Contractor and/or Other Party(s) License:

Any license granted to the Contractor and/or other party(s) pursuant to paragraphs 9 or 10 above will be subject to the reservation of the following rights:

As to inventions made solely by, or jointly between NASA and the Contractor and/or other party(s), the irrevocable, royalty-free right of NASA to practice or have practiced the invention by or on behalf of NASA for research, experimental or demonstration purposes.

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**11. Protection of Reported Inventions:**

When inventions are reported and disclosed between the parties in accordance with the provisions of this clause, the receiving party agrees to withhold such reports or disclosures from public access for a reasonable time, presumed to be one year unless otherwise mutually agreed, in order to facilitate the allocation and establishment of the invention and patent rights under these provisions.

**12. Patent Filing Responsibilities and Costs:**

The invention and patent rights set forth herein shall apply to any patent applications filed and patents obtained in any country, and each party is responsible for its own costs of preparing, prosecuting, issuing, and maintaining patents covering sole inventions in any country; except NASA and the Contractor and/or other party(s) may, upon the reporting of any invention (sole or joint) or in any license option granted, mutually agree otherwise for any country as to patent application preparation, filing and prosecution responsibilities and costs, and maintenance responsibilities and costs.

**G. NEWS RELEASES AND PUBLICATIONS**

The parties (NASA, the LSSC Contractor, & Others) agree to coordinate in advance any news releases and/or widely distributed publications that result from activities performed pursuant to this provision. This coordination shall entail notifying the respective points of contact of the proposed news release or publication in sufficient time to allow the other party an opportunity to review and comment as deemed appropriate. None of the parties shall issue a news release or publication prior to the consent of the respective parties' points of contact.

**H. SECURITY & EXPORT CONTROL**

Access to and use of NASA KSC facilities by Other(s) will be subject to instructions and procedures as described in Kennedy Handbook KHB 1610.1, Revision C "KSC Security Handbook", and NASA Policy Directive NPD 1371.5 "Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA", which is applicable to NASA Headquarters and NASA Centers (including Component Facilities). In conducting Work for Others at Kennedy Space Center, the LSSC Contractor and Other(s) shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799. In the absence of available license exemptions/exceptions, the Contractor and/or Other(s) shall be responsible for obtaining the appropriate licenses or approvals, if required, for the export of hardware, technical data, and software, or for the

SECTION H OF NAS10-02001  
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provision of technical assistance. Additionally, should the Contractor and/or Other(s) employ foreign nationals to participate in Work for Other(s) activities at Kennedy Space Center, the Contractor / Other(s) shall be responsible for obtaining export licenses, if required, before utilizing such foreign nationals in such activities, including instances where the foreign nationals will have access to export controlled technical data or software at Kennedy Space Center facilities.

**I. SAFETY & HEALTH**

All agreements entered into by the LSSC Contractor with Other(s) shall incorporate the LSSC Contractor's approved Safety and Health Plan, which Plan shall be binding upon the Other(s) during the conduct of their activities at the Kennedy Space Center.

**J. INDEPENDENCE OF CONTRACTS**

The parties concur that this contract and the authorities and conditions of this provision are independent of any contract between the Contractor and other parties for the conduct of "Work for Others." By authorizing the Contractor to perform Work for Others, NASA makes no assurances to the Contractor or others as to performance of the objects tested in NASA facilities or other test objects, and relieves the Contractor of none of its obligations under any other contract, grant, or other agreement. This provision does not constitute NASA's endorsement of any test results, resulting designs, hardware, or other matters.

## SECTION J OF NAS10-02001

## LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION
I.	STATEMENT OF WORK
	Appendix 1 – Data Requirements List
	Appendix 2 – Licenses and Certifications
	Appendix 3 – List of Documents
	Appendix 4 – Equipment List
	Appendix 5 – Mission Plan
	Appendix 6 – Acronym List
	Appendix 7 – Facilities and Laboratories
	Appendix 8 – SERPL Agreement
	Appendix 9 – Reimbursement Charges for Article H.22
II.	DD Form 254, Contract Security Classification Specification
III.	NASA's Performance Evaluation and Award Fee Plan
IV.	Wage Determination
V.	Safety and Health Plan
VI.	Contractor's Quality Management Plan
VII.	Contractor's Risk Management Plan
VIII.	Contractor's Reliability and Maintainability Plan
IX.	Contractor's Internal Surveillance Plan
X.	Pension Plan

(End of Clause)

## 1.0 Project/Program Management

The Contractor shall institute and maintain an effective, efficient, and responsive program management organization that is responsible for management and oversight of Contractor personnel, other contract resources, and contract performance, deliverables, and cost. The Contractor shall promptly alert the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO) of any problems that may adversely impact the timely and cost-effective delivery of quality products and services under this contract.

The Contractor shall comply with all NASA KSC ISO 9001- "2000 Quality Management System Requirements" processes. The contractor shall have in place a management system that could be certified as ISO 9001 compliant within 2 years of contract initiation.

### 1.1 Management Reviews

**Management Meeting** – The Contractor shall attend management meetings to discuss accomplishments, problems, corrective actions and other details of the Life Science Services Contract (LSSC) operations. The meetings will be scheduled on a weekly basis, or as otherwise scheduled, and shall be attended by cognizant Contractor and NASA personnel.

**Contract Review Meeting** – The Contractor shall conduct a contract review on a quarterly basis. The quarterly review shall cover all aspects of the LSSC operations, both technical and business, including a concise summary of performance and risk assessment in each major work element of the Mission Plan as addressed in its internal surveillance report. The report shall include data that supports the Contractor's accomplishment of the critical performance element metrics defined in the Performance Evaluation and Award Fee Plan. The Contractor management team, the Contracting Officer, Contracting Officer's Technical Representative, and other members of the NASA technical team, shall attend the review.

The Contractor shall submit Project Status Reports per DRD 002.

The Contractor shall submit Internal Surveillance Plan per DRD 027.

### 1.2 Business Management

#### 1.2.1 Human Resources

The Contractor shall implement processes and procedures necessary to maintain a highly skilled workforce. The Contractor shall apprise the COTR and the CO of any human resources issues that could have an impact on KSC or LSSC operations.

The Contractor shall provide the following reports:

- DRD 022, Monthly KSC Headcount Report
- DRD 020, Equal Employment Opportunity Report

#### 1.2.2 Property Control

The Contractor shall establish and implement procedures to ensure the proper control, use and maintenance of the "installation provided property" provided to support the LSSC operations.

### 1.2.3 Motor Vehicle Utilization

The Contractor shall provide all motor vehicles necessary to perform the requirements of the contract and implement a plan (DRD 021) to effectively manage the motor vehicles needed.

### 1.2.4 Cost Control

The Contractor shall provide the following cost control documents:

- DRD 001, Financial Management Report
- DRD 025, Cost Phasing Plan

### 1.2.5 Licensures and Certifications

The Contractor shall assure designated Contractor personnel, activities, Contractor operated laboratories, and Government laboratories under the Contractor's purview, are properly licensed and/or certified as appropriate to their discipline, technical level, statutory requirement, or regulatory requirement (ref. Appendix 2) for the entire period of performance.

### 1.2.6 Export Control

The Contractor shall implement an Export Control Program to assure compliance to International Trade in Arms Regulation (ITAR) and Export Administration Regulations (EAR).

The Contractor shall identify an Export Control Official responsible for the implementation and conduct of the program and to coordinate issues with the government point of contact, KSC Center Export Administrator (CEA).

## 1.3 Safety, Health, Reliability, Maintainability & Quality Management

The Contractor shall develop, implement, and maintain a NASA compliant Safety, Reliability, Maintainability & Quality Assurance (SRM&QA) program, which covers all areas of performance described in this SOW.

### 1.3.1 Safety and Health

The Contractor shall implement and adhere to a comprehensive safety and health program in accordance with NPD 8710.2, NPD 8700.1 and the applicable safety and health policy documents (ref. Appendix 3, "List of Documents"). The Contractor shall comply with the Safety and Health Plan, Section J, Attachment 4 and other program documentation that shall be developed by the Contractor, approved by NASA, and implemented for the performance of work defined by this SOW. The Contractor shall conduct human factors analysis of mishaps and close calls to ensure identification and mitigation of root causes, with a goal of recurrence prevention (ref. MIL-STD-1472, Human Factors).



The risk management plan shall provide an organized systematic decision making process that efficiently identifies, analyzes, plans, tracks, controls, communicates, and documents risks associated with the implementation of the Life Science Services Contract at KSC.

The Contractor shall identify and discuss risk factors and issues that are relevant with the performance of assigned activities during management meetings and contract reviews. This discussion shall include methods to manage identified risks.

#### 1.4 Environmental Compliance

The contractor shall support its role in environmental compliance as defined in KMI 8800.8, "KSC Environmental Management."

KSC is responsible for protecting natural resources while conducting Center activities. Impacts to the environment must be minimized while satisfying operational requirements. Specific guidance and responsibilities for environmental management and documentation for this Center are defined in KHB 8800.6, "Environmental Management."

The Contractor shall develop the required documentation for its assigned projects and perform the services required in this SOW in compliance with the procedures and regulations defined in KHB 8800.6.

The Contractor shall maintain appropriate data files within the NASA Environmental Tracking System (NETS) or supply data as required for input to NETS.

The Contractor shall be responsible for compliance with the procedures for handling and managing hazardous wastes as defined in KHB 8800.7, "Waste Management Handbook", for visiting scientists, principal investigators, and on-site subcontractors associated with the Life Sciences program activities. The Contractor shall comply with the most current Executive Orders on Affirmative Procurement and Recycling, Hazardous Chemical Inventory and Use Reduction, and Energy Conservation.

#### 1.5 Procurement Management

The Contractor shall purchase goods and services of a program-specific nature necessary to accomplish assigned work on the LSSC, in accordance with the guidance of the Federal Acquisition Regulations (FAR), and the NASA FAR Supplement (NFS). Program purchasing is defined as support to projects and other program activities associated with the LSSC.

##### 1.5.1 Purchasing Procedures

The Contractor shall develop and implement a comprehensive set of procedures covering all phases of the purchasing process and shall ensure integrity, efficiency and protection of the government's resources in all purchasing actions.

The Contractor shall utilize the Transportation Officer, J-BOSC Receiving Warehouse, Building M6-744, Kennedy Space Center, FL, 32899, as its receiving agent.

The Contractor is responsible for daily operations and inputs to long-range planning of the assigned life sciences facilities.

Certain facilities identified in Appendix 7 will only be available through September 30, 2003, after which they will be withdrawn. The Contractor shall move those affected operations and personnel out of the Hangar facilities into a Contractor-supplied facility with minimal operational impact. See "Note" below for information on the State of Florida's agreement to finance, construct, and make available a facility for contractor use under specified terms and conditions. The Contractor-supplied facilities shall meet the following:

- Supply all the capabilities of the withdrawn facilities and laboratories, including accredited animal care facilities
- Provides enough space at a single site to facilitate the current and future laboratory activities and office space
- Provide continuous facility and personnel security systems sufficient to protect facilities, equipment, experiment material, and personnel from outside threats
- Be in close proximity of the Florida Space Research Institute (FSRI), which will be located within the SERPL and the Space Commerce Park
- Be within the KSC secure area

*(NOTE): NASA and the State of Florida have collaborated in a new and unique partnership to provide the Space Experiment Research and Processing Laboratory (SERPL) to house NASA laboratory equipment and provide additional space for work associated with the LSSC. See Appendix 8 for the complete agreement.*

### 2.1.1 Facility Utilization

The Contractor shall maintain a monthly laboratory utilization plan/schedule reflecting all laboratory assignments, as well as, a semi-annual long-range projection of facility utilization (ref. DRD 024). The contractor shall provide quarterly briefings to the COTR and the CO. The Contractor shall assign office and laboratory space to visiting and resident investigators per direction of NASA. This includes the planning and tracking of construction of facility projects that could impact laboratory activities and assuring readiness of these assets to support mission requirements, sponsored research, and other NASA approved projects.

The Contractor shall conduct long-range flight experiment laboratory requirement projections based on current launch manifests and outfitting schedules. The Contractor shall utilize these data to determine facility utilization assignment capabilities, as well as assuring budget requirements are properly identified.

The Contractor shall prepare and perform emergency facility operations in support of Joint Handbook (JHB) 2000 (ref. DRD 026).

### 2.1.2 Space Experiment Research and Processing Laboratory (SERPL) Activation

The Contractor shall assist the NASA project manager during the SERPL facility construction and activation phases. Activation tasks will include disassembly, modification, relocation, and validation of all laboratory equipment located at Hangar L, Little L, BOSU, and the O&C required for the execution of the LSSC work elements targeted for movement to SERPL. The Contracting Officer will identify the specific activation tasks that the LSSC Contractor will be responsible for performing as NASA's plans become more defined.

The contractor shall provide an activation plan within 60 days after the Contracting Officer provides direction. NASA will provide the contractor a six-month window to perform these tasks. The window is anticipated to start in April 2003; however, the NASA Contracting Officer will confirm a specific start date no later than May 2002.

## 2.2 Laboratories

The Contractor shall operate and maintain the laboratories identified in Appendix 7 to provide the following capabilities to meet NASA requirements:

- off-line payload processing,
- payload development, mission simulation, and flight ground-control,
- ecological and biological ground research,
- environmental monitoring,
- educational outreach, and,
- flight-crew medical operations.

The Contractor shall maintain applicable accreditations as described in Appendix 2 and shall maintain Internal Operating Procedures (IOPs) to assure consistent and safe laboratory operations (ref. DRD 016).

### 2.2.5 Environmental Laboratories

The Contractor shall operate and maintain laboratories for receipt, preparation, and storage of field samples. The Contractor shall handle all samples with positive identification and labeling and shall store them under appropriate conditions.

The Contractor shall prepare soil samples by sieving, sizing, and treating for preservation.

The Contractor shall prepare biological samples by sorting, counting, dissecting, and treating for preservation.

The Contractor shall treat water samples for preservation and shipment to analytical chemistry laboratories.

### 2.3 Equipment Calibration and Maintenance

The Contractor shall assure calibration and maintenance support for all laboratory instrumentation, and shall maintain calibration and repair records for each instrument.

The Contractor shall coordinate with the KSC Calibration Laboratory on instruments and equipment that require calibration capabilities beyond the test equipment available to the Contractor technical personnel.

The Contractor shall assure that written requests to the KSC Calibration Laboratory for calibration of any such items are timely and properly submitted, and that appropriate records are maintained (ref. KHB 5330.9, "Metrology and Calibration").

### 2.4 Computer Resources

The Contractor shall maintain expertise in computer hardware, software, computer data management, networking, and IT Security. The Contractor shall utilize computer hardware, software, and networks in a cost effective manner to support activities of the LSSC. The Contractor shall comply with provisions of Section 508 of the Rehabilitation Act for all electronic and information technology it develops, maintains, procures, or uses.

The Contractor's desktop computer needs will be provided as base support per H.15, paragraph E.

The Contractor shall support the needs of visiting investigators by providing desktop systems, printers, scanners, Internet connections, and related ADP equipment interfaces.

#### 2.4.1 Hardware

The Contractor shall recommend upgrades to current non-desktop computer hardware when existing hardware is no longer cost effective to use and/or maintain. The Contractor shall assist in assessing the impact of proposed changes to computer platforms.

The Contractor shall report computer problems to the appropriate source for maintenance and track the corrective maintenance action to completion.

# SUMMARY OF KSC LIFE SCIENCES FACILITIES BY WBS

WBS	FUNCTION	BLDG	ROOM
2.2	Microbiology Laboratory	BOSC	Dedicated Facility ***
4.1	Geographic Information System Lab	O & C	3221-3227
4.2	Postflight Science Support Facility	Dryden	Dedicated Facility
4.2	AHST Support Laboratories and Payload Development	Hanger L Hanger L I ' L BOSU Outback	Dedicated Facilities ***
4.2	Biomass Production Chamber (BPC)	Hanger L	1-2 Floors NW ***
4.2	Experiments Monitoring Area	Hanger L	174 ***
4.2	Animal Holding Facility	Hanger L	Hanger L N ***
4.2	Payload Development / Flight Support	66235 CCAS	Dedicated Facility ***
5.1	Examination Rooms	O & C	3212-3289
5.1	Clinical Laboratory	O & C	3214
5.1	Physiological Stress Laboratory	O & C	3219
5.1	Baseline Data Collection Facility	O & C	2293, 2297, 2299
5.3	Exercise Facility	OSB	OSB 1st SE **
5.3-4	Exercise Facility and Rehab Works	O & C	O & C 1st NE **
6.0	Agency Occupational Health	HQ	3506, 3510

\* These facilities will be withdrawn IAW SOW 2.1, Facilities

\*\* See floor plans for room number details

## Article H.22 Work for Others Reimbursement Charges for Use of KSC Property and Services

This appendix provides the procedure and rationale for defining the annually occurring type of services provided by NASA/KSC.

The rate schedule is defined as the most recent KSC Service Pool Rates. NASA/KSC has the responsibility for establishing these rates and the procedure for applying these rates to specific work operations.

All costs are stated on a monthly basis.

### Assumptions:

Life Science Laboratory buildings and support office areas for Shuttle/Station experiment processing:

Buildings:	Hangar L	Bldg. 1732
	Outback	TRM-049
	Operations & Checkout Bldg.	M7-355

<b>Facility Use Fee (based on fair market rental)</b>	<b>\$.85 / sq. ft.</b>
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### Facility and Related Services Pool

Facility Services:	1732	Lab Space	\$1.07 / sq. ft.
	TRM-049	Office Space	\$1.07 / sq. ft.
	M7-355	Lab Space	\$1.07 / sq. ft.
Utilities	1732	Office Space	\$1.07 / sq. ft.
		Lab Space	\$0.17 / sq. ft.
		Office Space	\$0.17 / sq. ft.
	M7-355	Lab Space	\$0.17 / sq. ft.
		Office Space	\$0.17 / sq. ft.
		100 sht @ \$0.15	\$15.00
Mimeography			Billed to Customers JON
Hazardous Waste Disposal			
Computers & Telco			
Computer		SE1 seat	\$160.42
		NAD seat	\$ 83.33
Telco Services		Fax jack seat	\$ 10.19
		PH1 seat	\$ 10.79
		PH2 seat	\$ 13.06
		PH4 seat	\$ 20.36
Long Distance			Billed to customer's Phone Card

## Article H.22 Work for Others Reimbursement Charges for Use of KSC Property and Services

### Equipment Calculations

This equipment list represents a typical complement of equipment, the initial Government costs of each piece and associated rental cost per FAR 52.245-9:

Equipment Description	Quantity	Initial Government Cost	Use Charge @ 1% per Month *
CO2 Incubators	1-2	\$4,510	\$90.20
Drying Oven	1	\$4,199	\$41.99
Ultra Low-Temp Freezer (-80 Degrees C)	1	\$5,919	\$59.19
Low-Temp Freezer (-20 Degrees C)	1	\$2,790	\$27.90
Top-Loading Balance	1	\$2,665	\$26.65
Analytical, Balance	1	\$1,282	\$12.82
pH Meter	1	\$1,026	\$10.26
Laminar Flow Bench	1-2	\$9,042	\$180.84
Vertical Laminar Flow Bench	1-2	\$7,748	\$154.96
Captair Fume Hood	1	\$9,916	\$99.16
Hot Plate	1	\$172	\$1.72
Magnetic Stirrer	1	\$310	\$3.10
Water Bath	1	\$1,919	\$19.19
Centrifuge	1-2	\$8,356	\$167.12
u-Centrifuge	1	\$2,550	\$25.50
Microscope with Camera	2	\$2,833	\$56.66
Environmental Chamber	1-2	\$30,000	\$600.00
Dissection Lamps	5	\$614	\$30.70
Pipetter's	4	\$305	\$12.20
Shakers	1	\$3,132	\$31.32
Hygrometers	2	\$100	\$2.00

Total Cost of a typical Complement of Equipment is \$5.51 / sq. ft per month.

\* Per the guidelines set forth in FAR paragraph 52.245-9, Use and Charges, this standard laboratory equipment shall be regarded as other equipment as specified in Section (iii) of Table 1, Rental Rates.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. MR 021151 S-9 (F)		5. PROJECT NO. (If applicable)	
SUED BY	CODE	OP-OS	7. ADMINISTERED BY (If other than Item 5)	CODE	OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
Dynamac Corporation Attn: Douglas L. Britt 2275 Research Blvd. Rockville, MD 20850-3268 KSC Mail Code: DYN-1			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS10-02001
			10B. DATED (SEE ITEM 13) 12/13/01
CODE	FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

MR 021151 S-9 YA/CW-1/2550C/400000/52/02 Increase \$384,332.00

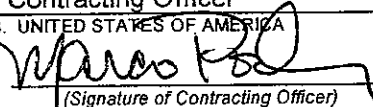
### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return 3 copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding, as delineated in Contract Table B-3, Contract Value and Funding, is increased by \$384,332 from \$10,949,972.00 to \$11,334,304.00. The additional funds are considered sufficient to cover the contractor's performance through November 25, 2002, per the contractor's letter dated September 27, 2002. Replacement page 7-A is attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marco Pochy Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED <b>SEP 27 2002</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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NAS10-02001

SECTION B

CONTRACT TABLE B-4

CONTRACT VALUE & FUNDING

AS OF MOD #	CONTRACT VALUE *	FUNDING			ADEQUATE THROUGH
		COST	FEE	TOTAL COST AND FEE	
Basic	\$54,138,670	\$341,395	\$25,605	\$367,000	01/10/2002
1		2,683,745	233,281	2,917,026	04/01/2002
2		798,698	59,902	858,600	04/26/2002
4		528,847	39,664	568,511	05/29/2002
5		868,103	65,108	933,211	06/29/2002
6	282,829				
7		2,444,603	183,345	2,627,948	09/19/2002
8		614,884	46,116	661,000	09/03/2002
9		888,782	66,659	955,441	10/05/2002
10		987,195	74,040	1,061,235	11/13/2002
12		357,518	26,814	384,332	11/25/2002
CUMULATIVE VALUES	\$54,421,499	\$10,513,770	\$820,534	\$11,334,304	11/25/2002

\* Estimated cost plus fee from Article B-3.A for awarded amounts

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

13

3. EFFECTIVE DATE

See Block 16C.

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

SUED BY

CODE

OP-OS

7. ADMINISTERED BY (If other than Item 6)

CODE

OP-OS

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

John F. Kennedy Space Center, NASA  
Procurement Office  
Kennedy Space Center, FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Dynamac Corporation  
Attn: Michael Martin  
2275 Research Blvd.  
Rockville, MD 20850-3268  
KSC Mail Code: DYN-1

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS10-02001

10B. DATED (SEE ITEM 13)

12/13/01

CODE

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

No Change

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this bilateral modification is to revised the Performance Evaluation and Award Fee Plan, Section J, Attachment III, into the contract. The Draft statement is removed from page 264, the fee determination appeal process of the plan is hereby removed from page 267, paragraph 4. titled "Fee Determination", sub-paragraph C. titled "Distribution of Fee", second paragraph. Replacement pages 264, 267 and 268 are attached and should be appropriately inserted in copies of the contract.

15A. NAME AND TITLE OF SIGNER (Type or print)

MICHAEL L. MARTIN BUSINESS MGR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Marco Pochy

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

10/01/2002

16B. UNITED STATES OF AMERICA

BY

Marco Pochy  
(Signature of Contracting Officer)

16C. DATE SIGNED

OCT 04 2002

NSN 7540-01-152-8070

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**ATTACHMENT III****PERFORMANCE EVALUATION AND AWARD FEE PLAN****Life Science Services Contract (NAS10-02001)****PERFORMANCE EVALUATION and AWARD FEE PLAN****1. Introduction**

This plan serves as the Government's surveillance plan with processes for evaluating performance and awarding fee on this contract. This plan covers both the subjectively evaluated award fee and the objectively evaluated performance fee as described in this document. The total available fee pool is divided into an available award fee pool (75% of the total available fee pool) and a performance fee pool (25% of the total available fee pool) as shown in Contract Table B-2.A.

Prior to the beginning of each evaluation period the Government will provide the Contractor with specific areas of emphasis. The Government may unilaterally modify the areas of emphasis and the performance metrics prior to the beginning of any evaluation period. The Government will provide the Contractor with quarterly performance status and perform a final evaluation on a yearly basis (note: the first evaluation period is nine months). The yearly final performance evaluation will become the basis for which the Contractor will be awarded fee. All award fee and performance fee available for the year evaluated which is not earned by the Contractor shall be deemed to have been lost and will not be available in later evaluation periods. The Contracting Officer or the COTR (either orally or in writing) will notify the Contractor of performance levels that require immediate attention on a timely basis.

**2. Performance Evaluation Process****A. Award Fee Evaluation**

The COTR accumulates performance data, develops performance evaluation reports, and presents the findings to the Contract Award Fee Board and the Fee Determination Official (FDO). At the end of each quarterly review period the COTR will obtain performance information from all Mission Element Managers, the NASA SR&QA Manager, the Contracting Officer, and the Resource Specialist. The reviewer shall rate the contractor's performance and provide their input to the COTR by the requested date.

#### 4. FEE DETERMINATION

##### A. Award Fee Determination

The Fee Determination Official (FDO) will make award fee determinations, up to the maximum potential amounts specified in the contract schedule. The report provided by the COTR as a result of the Performance Evaluation Plan process is the key element in determining the award fee amount. Other inputs include the contractor's self-evaluation and considerations such as timeliness, technical ingenuity, responsiveness, flexibility, and the ability to manage unanticipated situations / conditions with minimum adverse impact.

The CAFB will convene to review the performance evaluation report, contractor's comments, and such other information as may be appropriate. After consideration of this data, the CAFB will assist the FDO in determining an appropriate amount of award fee. The FDO will notify the Contracting Officer in writing of the amount of award fee, if any determined to have been earned during the evaluation period.

Schedule 1, Numerical Scores and Adjective Definitions, sets forth the adjective ratings, definitions, and associated numerical scoring ranges to be used to define the various levels of performance under the contract. Schedule 2, Award Fee Scale, sets forth in graphic and tabular form the award fee earned at various performance ratings.

##### B. Performance Fee Determination

The Contracting Officer and the Contracting Officer's Technical Representative will validate the data submitted supporting performance fee and calculate earned performance fee based on the formula herein. This information will be included in the report to the CAFB. The FDO will make the final decision on the performance fee earned. The FDO will notify the Contracting Officer in writing of the amount of performance fee, if any determined to have been earned during the evaluation period.

##### C. Distribution of Fee

The Contracting Officer will notify the contractor of total fee (award and performance fee) determination. Following notification of the fee determination, the Contracting Officer will issue a modification to the contract identifying the amount of award fee and performance fee earned, which also directs payment be made by the KSC accounts payable office, less any provisional payments of fee. This determination shall not be subject to the clause of the contract entitled "Disputes" or any other provision of the contract.

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